REMARKS

Claims 1-9, 11-24, 26-42 and 44-56 are currently pending in the application. By this response, claims 1 and 19 have been amended for clarity, without acquiescence or prejudice to pursue the original claims in a related application. No new matter has been added.

Statement of Substance of Interview

Applicants' undersigned representative had a telephonic interview with the Examiner on November 20, 2009. Pending claim 1 and cited reference Moriconi et al. were specifically discussed. In the interview, it was agreed that the reference Moriconi et al. does not teach or suggest that the local policy is <u>locally</u> defined because, for example, Moriconi et al. teaches, in column 4, second paragraph, that a policy manager 210 <u>at the server Fig. 2 manages and</u> distributes a local client policy to the client Fig. 3. The Examiner agreed that the prior art teaches the local policy is centrally managed at a server/global level and then distributed to the clients/local while the present claims explicitly recite the local policy is locally defined at the local node. Therefore, Moriconi et al. does not teach or suggest all the features of the claims.

Claim Rejections - 35 USC § 103

Claims 1, 54-56 are rejected under 35 U.S.C. 103(a) as being allegedly unpatentable over Cohen et al. (US 6,178,511 B1) in view of Moriconi et al. (US 6,158,010). Claims 2-4, 11-18 are rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over Cohen et al. (US 6,178,511 B1) and Moriconi et al. (US 6,158,010) as applied to claim 1 above and further in view of Ferguson et al. (US 2002/0082818 A1). Claims 5-9 are rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over Cohen et al. (US 6,178,511 B1), Moriconi et al. (US 6,158,010) and Ferguson et al. (US 2002/0082818 A1) as applied to claim 4 above and further in view of Gavrila et al. (US 2002/0026592 A1). Claims 19-24 and 26-38 are rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over Cohen et al. (US 6,178,511 B1) in view of Moriconi et al. (US 6,158,010), Ferguson et al. (US 2002/0082818 A1) and Gavrila et al. (US 2002/0026592 A1). Claim 39 is rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over Cohen et al. (US 6,178,511 B1) in view of Moriconi et al. (US 6,158,010) and Gavrila et al. (US 2002/0026592 A1). Claims 40-42 and 44-51 are rejected under 35 U.S.C. 103(a) as

allegedly being unpatentable over Cohen et al. (US 6,178,511 B1), Moriconi et al. (US 6,158,010) and Gavrila et al. (US 2002/0026592 A1) as applied to claim 39 above, and further in view of Ferguson et al. (US 2002/0082818 A1). Claim 52 and 53 are rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over Cohen et al. (US 6,178,511 B1) and Moriconi et al. (US 6,158,010) as applied to claim 1 above, and further in view of Franklin et al. (US 2001/0023440 A1).

Claims 1, similarly claims 19 and 39, has been amended to recite "locally defining by a processor a local policy comprising user privileges for a local scope of access at the local database network node, <u>wherein the local policy is locally defined by processing at the local database network node the user role that is from the central directory</u> and the local policy has a different scope of access than another local policy defined by processing the same user role at another local database network node" (emphasis added).

Thus, the claimed invention is directed to <u>decentralized definitions of user roles</u> which an embodiment is described in detail at least on page 6, lines 15-21 of the originally filed specification. Specifically, the amended claims explicitly recite at least the feature of "wherein the local policy is<u> locally defined by processing at the local database network node</u> the user role that is from the central directory and the local policy has a different scope of access than another local policy defined by processing the same user role at another local database network node" (emphasis added).

Moriconi does not teach or suggest this feature. Moriconi discloses in column 5, lines 47-55: "The present invention includes a system and method for managing and enforcing complex security requirements in a distributed computer network, and comprises a <u>policy manager</u> located <u>on a server</u> for managing and <u>distributing a policy to a client</u>, and an application guard located on the client, the application guard acting to grant or deny access to various components of the client, as specified by the policy."

Thus, Moriconi teaches that a <u>centralized</u> policy manager provides the client policy to the clients. The clients with their application guards use the client policy from the centralized policy manager to control access as specified by the policy. The local application guard of Moriconi does <u>not</u> <u>locally define a local policy for the scope of access</u> for a user at the local location as claimed. The application guard of Moriconi is passive and merely receives a policy to be used

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locally that was defined by a global server, which distributed the local policy to the client that the application guard will follow. Locally define is <u>not</u> the same as receiving a policy from a central location to be used locally because locally define determines the policy at a local level <u>and</u> allows the scope of access to be different at a local level even when the received user role from the central location is the same user role. Thus, the application guard does not perform any local defining as claimed.

Moreover, the application guard of Moriconi does not locally define because it does not have two application guards with <u>different</u> scope of access having the <u>same</u> policy from the policy manager. The present claims explicitly recite the feature, "the local policy has a different scope of access than another local policy defined by processing the same user role at another local database network node." Specifically, because the local policy is defined locally, the same user role may result in different local policy scope of access at different nodes. Moriconi does not teach or suggest this feature as claimed because Moriconi merely teach an application guard that uses the policy defined at a central location so that all application guards with the same centralized policy will have the same scope of access, which is not the same as the invention as claimed where the scope of access at the local node will be different even with the same user role received from the central location. Thus, Moriconi does not teach or suggest "the local policy is different than another local policy defined by processing the same user role at another local database network node" as claimed.

As such, at least the features "locally defining by a processor a local policy comprising user privileges for a local scope of access at the local database network node, wherein the local policy is locally defined by processing at the local database network node the user role that is from the central directory and the local policy has a different scope of access than another local policy defined by processing the same user role at another local database network node" of claims 1, 19 and 39 are not taught or suggested by Moriconi.

Cohen, Franklin, and Gavrila are not used by the Office action to show "locally defining by a processor a local policy comprising user privileges for a local scope of access at the local database network node, wherein the local policy is locally defined by processing at the local database network node the user role that is from the central directory and the local policy has a different scope of access than another local policy defined by processing the same user role at

another local database network node", and therefore, fail to make up the deficiencies present in Moriconi.

Since none of the cited references disclose or suggest the above features, they cannot be combined to form the resulting subject matter of claims 1, 19, and 39. For at least the foregoing reason, claims 1, 19, and 39, and their respective dependent claims, are believed allowable over the cited references and their combination.

CONCLUSION

Based on the foregoing, all claims are believed allowable, and an allowance of the claims is respectfully requested. If the Examiner has any questions or comments, the Examiner is respectfully requested to contact the undersigned at the number listed below.

To the extent that any arguments and disclaimers were presented to distinguish prior art, or for other reasons substantially related to patentability, during the prosecution of any and all parent and related application(s)/patent(s), Applicant(s) hereby explicitly retracts and rescinds any and all such arguments and disclaimers, and respectfully requests that the Examiner re-visit the prior art that such arguments and disclaimers were made to avoid.

The Commissioner is authorized to charge Vista IP Law Group LLP Account No. 50-1105, referencing billing number OID-2000-083-01 for any fees required that are not covered, in whole or in part, and to credit any overpayments to said Deposit Account No. 50-1105, referencing billing number OID-2000-083-01.

Respectfully submitted,

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